

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re

Case No. \_\_\_\_\_  
Amended

Debtor

**NOTICE OF MOTION AND MOTION TO  
BUY, SELL, OR ENCUMBER INTEREST IN  
PROPERTY IN A CHAPTER 13 CASE**

**NOTICE**

1. YOU ARE NOTIFIED that the motion below was filed by \_\_\_\_\_  
\_\_\_\_\_ [enter name of movant], who is \_\_\_\_\_  
[enter role in case] in the case, to [check all that apply]:
  - Buy property
  - Sell property
  - Encumber property (including refinancing of property and loan modification)
2. If you wish to object to the motion, you must, within 21 days after the service date in paragraph 5 below, file with the clerk at 1050 SW 6th Ave. #700, Portland OR 97204 or 405 E 8th Ave. #2600, Eugene OR 97401 a written objection stating the specific facts upon which the objection is based, and include a certificate of service of the objection on the movant.
3. **Failure to Object.** If you fail to file a timely objection, then the court may sign an order without further notice, submitted by the moving party on Local Bankruptcy Form 1301.5, granting the relief requested in the motion.
4. This document constitutes the notice required by Local Bankruptcy Rule 2002-1.
5. I certify that on \_\_\_\_\_ this document was:
  - a. served under Federal Rule of Bankruptcy Procedures (FRBP) 7004, on the debtor, chapter 13 trustee, U.S. trustee, each holder of liens or encumbrances on the property, and their attorneys; and
  - b. was sent, pursuant to FRBP 2002(a), to all creditors and all parties as listed in the court's records that were obtained on \_\_\_\_\_, a copy of which is attached to the document filed with the court.
6. For further information, contact [enter name and contact information of movant's attorney, or, if no movant's attorney, movant]:

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 Date

---

 Signature & Relation to Movant

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 Movant's Address and, if movant is debtor, last 4 Digits of Taxpayer ID#
 

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### MOTION

#### Information About the Property

*[Movant must complete this entire section]*

1. **Description of the Property** *[for example, real property address; car model, year, and VIN; or manufacturer and serial number]:*

Is the property the debtor's primary residence?    Yes    No

Additional property description attached?    Yes    No

2. **Description of Existing Liens and Encumbrances on the Property, Listed in Priority Order** *[for property debtor is purchasing, do not include liens and encumbrances of the existing owner that will be satisfied at the closing of the purchase]:*

Name of Holder	Approximate Amount	Interest Rate	Maturity Date	Proposed Treatment (fully paid, partially paid, or not paid)

Additional information on existing liens and encumbrances attached?    Yes    No

**Relief Requested**

*[Movant must complete each applicable part of this section; inapplicable parts of this section may be left blank.]*

3. **Motion to Approve Purchase of Property.** Debtor hereby moves for the authority to purchase the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information--

Name of seller:

Relationship of seller to debtor:

Purchase price: \$

Anticipated closing date:

Other relevant terms of purchase:

Source of funds for purchase:

4. **Motion to Approve Sale of Property.** Debtor hereby moves for the authority to sell the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information--

Name of buyer:

Relationship of buyer to debtor:

Sale price: \$

Anticipated closing date:

Other relevant terms of sale:

Anticipated net proceeds:

Disposition of anticipated net proceeds (other than payment of liens and encumbrances described in paragraph 2 of this motion):

5. **Motion to Approve Encumbrance of Property** (including refinance of property and loan modification). Movant hereby moves for the authority for debtor to encumber the property described in paragraph 1 of this motion. In support of this motion, movant provides the following information—

Encumbrance type:    New Loan    Refinance    Loan Modification

Name of lender:

Relationship of lender to debtor:

Principal amount of loan: \$

Interest rate:

Loan term/maturity date:

Payment amount and terms [*for example, monthly, interest only with balloon or fully amortizing, payable only after prior debt*]:

Closing costs:

Lien position [*senior lien, second position lien, etc.*]:

Amount of cash debtor will receive from refinance:    \$0    \$

Use of any cash debtor receives:

If this is a refinance or loan modification, explain how the new terms compare with the prior terms:

**Points and Authorities**

*[Movant must complete this entire section]*

6. **Basis for Relief.** Movant asserts that the court should grant the relief requested because:

7. **Chapter 13 Trustee Position on this Motion.** Movant or movant's counsel has conferred with the chapter 13 trustee, and the trustee:

Consents to this motion

Opposes this motion

Takes no position on this motion

Other:

8. **Plan**

- a. Does the chapter 13 plan contemplate the relief requested herein?    Yes    No
- b. Effect of Requested Relief on Plan or Plan Payments. Check all that apply:

Satisfies an arrearage or other secured debt being paid in the plan.

Movant anticipates debtor will have    an increased    a reduced housing expense of \$\_\_\_\_\_ compared to the amount listed in the most recently filed Schedule J.

Net proceeds will be used to complete debtor's obligations under the plan.

Net proceeds will be used to pay all creditors in full.

Other:

**9. Exhibits**

In support of this motion, movant hereby attaches the following exhibits [*for example, purchase and sale agreement, note, deed of trust, preliminary title report, estimated closing statement*]:

None

Exhibits:

<b>Exhibit Number</b> [for example, Exhibit B]	<b>Exhibit Description</b> [for example, purchase and sale agreement, note, deed of trust, preliminary title report, estimated closing statement]

**10. Declarations**

In support of this motion, movant hereby attaches the following declarations:

None

Declarant names:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Relation to Movant

\_\_\_\_\_  
Movant's Address and, if Movant is Debtor, last 4 Digits of Taxpayer ID#

After Recording Return To:  
Rushmore Servicing  
800 State Hwy 121 Bypass  
Lewisville, TX 75067

This Document Prepared By:

Rushmore Servicing  
8950 Cypress Waters Blvd  
Coppell, TX 75019

Until a change is requested all  
tax statements shall be sent to  
the following address.  
Nationstar Mortgage LLC  
8950 Cypress Waters Blvd  
Coppell, TX 75019

True and Actual Consideration is: \$594,086.89

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Loan Amount: \$422,000.00

Loan No: [REDACTED] 6227

## LOAN MODIFICATION AGREEMENT (Providing for Principal Forgiveness)

This Loan Modification Agreement ("Agreement"), made this **9th** day of **August, 2024**, between **KIMBERLY ROLES HEINTZ** ("Borrower") and **Nationstar Mortgage LLC**, whose address is **8950 Cypress Waters Blvd, Coppell, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated \_\_\_\_\_, \_\_\_\_\_ and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **N/A**, of the Official Records of **N/A County, OR** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **5850 GREENSTONE CT SE, SALEM, OR 97306**, the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **August 1, 2024**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$594,086.89**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



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2. **\$94,086.89** of the New Principal Balance shall be permanently forgiven (the "Forgiveness Amount"). The New Principal Balance less the Forgiveness Amount shall be referred to as the "Interest Bearing Principal Balance". The Interest Bearing Principal Balance is **\$500,000.00**. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.25%**.
3. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,487.46** beginning on **9/1/2024** and continuing thereafter on the first day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.25%** will remain in effect until principal and interest are paid in full. If on **12/1/2053**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. The new Maturity Date will be **December 1, 2053**.
5. Interest at the rate of **4.250%** will begin to accrue on the Interest Bearing Principal Balance as of **August 1, 2024** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **September 1, 2024**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Prin & Int Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-30	4.250%	August 01, 2024	\$2,487.46	\$934.60 May adjust periodically	\$3,422.06 May adjust periodically	September 01, 2024	352

\*Chart reflects amounts of principal and interest owed and initial monthly escrow payment amount. Future total monthly payments may adjust due to fluctuation in escrow payment obligations, advances or arrearages.

6. Borrower agrees to pay in full the Interest Bearing Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date, or (iv) default under the terms of the modified note or security instrument.
7. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall



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provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

8. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
9. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (e) If permitted by applicable law, all costs and expenses incurred by Lender in connection with this Agreement, including recording fees and taxes, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
  - (g) That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the



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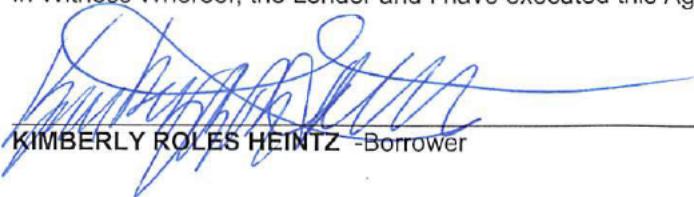


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correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original loan documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

- (h) In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
- (i) Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the Interest Bearing Principal Balance.

In Witness Whereof, the Lender and I have executed this Agreement.

  
KIMBERLY ROLES HEINTZ -Borrower

Date: 8/19/2024

**Nationstar Mortgage LLC**

By: \_\_\_\_\_ (Seal) - Lender  
Name: \_\_\_\_\_  
Title: **Assistant Secretary**

\_\_\_\_\_ Date of Lender's Signature



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Label Matrix for local noticing  
0979-6  
Case 22-61663-tmr13  
District of Oregon  
Eugene  
Fri Sep 6 17:32:05 PDT 2024

US Dept of Education  
120 N Seven Oaks Drive  
Knoxville, TN 37922-2359

405 E 8th Ave #2600  
Eugene, OR 97401-2725

Aldridge Pite, LLP  
Fifteen Piedmont Center  
3575 Piedmont Road, N.E. #500  
Atlanta, GA 30305-1636

Bridgecrest Acceptance Corp  
7300 East Hampton Avenue, #100  
#100  
Mesa, AZ 85209-3324

Bridgecrest Acceptance Corp  
POB 29018  
Phoenix, AZ 85038-9018

Carvana, LLC / Bridgecrest c/o AIS Portfolio  
4515 N. Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Discover Bank  
Discover Products Inc  
PO Box 3025  
New Albany, OH 43054-3025

Discover Financial  
Attn: Bankruptcy  
POB 3025  
New Albany, OH 43054-3025

Discover Financial  
POB 30939  
Salt Lake City, UT 84130-0939

EdFinancial On Behalf Of US Dept Of Ed.  
120 N. Seven Oaks Drive  
Knoxville, TN 37922-2359

Federal Loan Servicing  
PO Box 60610  
Harrisburg, PA 17106-0610

Federal Loan Servicing  
POB 69184  
Harrisburg, PA 17106-9184

(p) INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

Internal Revenue Service  
Bankruptcy Notices  
PO Box 7346  
Philadelphia, PA 19101-7346

ODR Bkcy  
955 Center St NE  
Salem OR 97301-2553

Oregon Department Of Revenue  
Bankruptcy Notice Dept.  
955 Center Street, NE  
Salem, OR 97301-2553

Rushmore Loan Management Services  
c/o Corporation Service Company, RA  
1127 Broadway Street NE, #310  
Salem, OR 97301-1123

Rushmore Loan Management Services, LLC  
15480 Laguna Canyon Rd., #100  
Irvine, CA 92618-2132

Rushmore Loan Management Services, LLC  
Bankruptcy Notices  
1755 Wittington Place, Suite 400  
Dallas, TX 75234-1928

U.S. Bank National Association  
C/O Rushmore Loan Management Services  
P.O. Box 55004  
Irvine CA 92619-5004

U.S. Bank National Association  
c/o Rushmore Servicing  
PO Box 619096  
Dallas, TX 75261-9096

US Trustee, Eugene  
405 E 8th Ave #1100  
Eugene, OR 97401-2728

Kimberly Raquel Roles-Heintz  
5850 Greenstone Court SE  
Salem, OR 97306-6913

MICHAEL D O'BRIEN  
Michael D O'Brien & Associates PC  
12909 SW 68th Parkway, Suite 160  
Portland, OR 97223-8399

Naliko Markel  
Office of the Standing Chapter 13 Trustee  
400 E. 2nd Ave  
Ste 200  
Eugene, OR 97401-2438